

EXHIBIT A

SERVPRO**Authorization to Perform Services and Direction of Payment**

Customer Name:

Barney's Education Center

Date of Loss:

8/29/11

Loss Address:

55 Main St. 1 44 Washington

City:

Dorson

State:

NJ

Zip:

07501

Client:

Claim Number (if available):

The undersigned client, being the building owner, owner's representative, or resident, authorizes the Provider identified below to perform any and all necessary cleaning and/or restoration services on Client's property located at the property address above, and with respect to items that need to be cleaned at a remote location to remove and clean such items as necessary.

Client authorizes _____ Insurance Company, herein referred to as "Insurance Company," to pay Provider solely and directly for that portion of the work covered by Client's insurance policy.

If, for any reason, Client receives a check from Insurance Company made payable to Client, Client agrees to pay Provider immediately upon receipt of the check. In order to expedite payment to Provider, Client hereby appoints Provider as attorney-in-fact, authorizing Provider to endorse Client's name on Insurance Company checks or drafts, and to deposit Insurance Company checks or drafts for Provider services.

Client agrees to pay Client's deductible in the amount of \$ _____ that applies to this claim. If any amounts owing to Provider for Provider services are not covered by insurance, Client agrees to pay those amounts to Provider within fifteen (15) days of Client's receipt of invoice. It is fully understood that Client and its agents, successors, assigns and heirs are personally responsible for any and all deductibles and any costs not covered by insurance. Interest and finance charges will be charged at the maximum allowable by law, or at 1.5% per month, whichever is less, on accounts over thirty (30) days past due. Time is of the essence.

Client agrees that Provider is working for the Client and not Client's insurance company or any agent/adjuster.

Property Owned By: _____

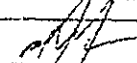
Remarks: _____

I HAVE READ THIS AUTHORIZATION TO PERFORM SERVICES AND DIRECTION OF PAYMENT, INCLUDING THE TERMS AND CONDITIONS OF SERVICE ON THE REVERSE SIDE HEREOF, AND AGREE TO SAME.

Client's Signature:



Provider's Signature:



Printed Name:

RONALD P. SWEENEY

Franchise Legal Name:

Storm Team Robbins, LLCClient Reviewed Customer Information Form: 6 Y O N

d/b/a SERVPRO® of:

aka Storm Team Robbins74 Industrial ParkDover, NH 03820

Date:

Date:

9/14/11Tax ID: 45-1347460

White: SERVPRO®

Yellow: Claims Professional

Pink: Customer

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28000 3/11

Each SERVPRO® Franchise is Independently Owned and Operated

Authorization to Perform Services and Direction of Payment

Terms and Conditions of Service

READ CAREFULLY

Note: This Contract includes a limitation of liability and limitation of remedies.

1. SERVPRO® is one of the largest nationwide Cleaning and Restoration Franchise Systems in the United States. The SERVPRO® Franchise owner identified on the front of this Contract (the "Provider") is an independent contractor who agrees to perform the services identified on the front of this Contract (the "Services"). Client agrees to purchase, receive, and pay for the Services pursuant to the terms and conditions of this Contract. Servpro Industries, Inc., the Franchisor, is not a party to any agreement with Client, is not a guarantor of the Provider's Services, and is not subject to liability arising out of such Services.
2. Provider's performance of the Services is limited by, among other things, the pre-existing conditions and characteristics of the premises, material, fabrics, furniture, and/or other items. PROVIDER EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY PRE-EXISTING CONDITIONS. Client shall retain responsibility and shall be liable for all effects of and costs necessary to correct such conditions, including, by way of example and not limitation, the conditions identified below:
 - (a) Provider may, in its sole discretion, pre-test materials for removability of spots or stains; dye or color fastness; shrinkage; fading; adhesive breakdown; or other problems. It is not always possible to determine these conditions in advance. PROVIDER DOES NOT GUARANTEE SPOT OR STAIN REMOVAL AND COLOR FASTNESS OR PREVENTION OF SHRINKAGE, FADING, OR ADHESIVE BREAKDOWN.
 - (b) Provider DOES NOT GUARANTEE that wall and ceiling cleaning will restore the original color to painted surfaces.
 - (c) Not all fabrics are conducive to cleaning. Provider shall use reasonable efforts to advise Client of any adverse effects which may be reasonably foreseen due to the nature of the fabric or material involved. PROVIDER DOES NOT GUARANTEE THAT SUCH MATERIALS CAN BE CLEANED OR THAT THERE WILL BE NO ADVERSE EFFECTS FROM ANY ATTEMPT TO CLEAN SUCH FABRICS.
 - (d) A variety of materials are used in the manufacturing, upholstery and/or installation process. These materials include backing, lining, tacks, or other unknown substances that may cause discoloration or other adverse effects to the face material. Client acknowledges that it is impossible to determine when such adverse effects may occur and PROVIDER DOES NOT GUARANTEE AGAINST SUCH ADVERSE EFFECTS.
 - (e) Client acknowledges and agrees that mold is commonly found throughout the environment and that it is impossible to eradicate mold. PROVIDER DOES NOT GUARANTEE THE REMOVAL OR ERADICATION OF MOLD.
3. PROVIDER SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES AND ALL IMPLIED WARRANTIES (EITHER IN FACT OR BY OPERATION OF LAW) INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING, CUSTOM OR USAGE OF TRADE. THIS CONTRACT PROVIDES FOR THE PROVISION OF SERVICES AND DOES NOT PROVIDE FOR A SALE OF GOODS.
4. Limitation of Liability: IN NO EVENT SHALL PROVIDER, ITS OWNERS, ANY OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, FRANCHISOR, OR AFFILIATES BE RESPONSIBLE FOR INDIRECT, SPECIAL, NOMINAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, OR FOR ANY PENALTIES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ASSERTED, INCLUDING CONTRACT, NEGLIGENCE, WARRANTY, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF IT HAD BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE; OR FOR CLAIMS BY A THIRD PARTY. THE MAXIMUM AGGREGATE LIABILITY SHALL NOT EXCEED THREE TIMES THE AMOUNT PAID BY CUSTOMER FOR THE SERVICES OR ACTUAL PROVEN DAMAGES, WHICHEVER IS LESS. IT IS EXPRESSLY AGREED THAT CUSTOMER'S REMEDY EXPRESSED HEREIN IS CUSTOMER'S EXCLUSIVE REMEDY. THE LIMITATIONS SET FORTH HEREIN SHALL APPLY EVEN IF ANY OTHER REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. Some states/countries do not allow the exclusion or limitation of incidental or consequential damages, so the above may not apply to you.
5. Should Provider bring legal action to collect monies due under the Contract or should the matter be turned over for collection, Provider shall be entitled, to the fullest extent permitted under law, to reasonable legal fees and costs of any such collection attempt, in addition to any other amounts owed by Client. This attorney fee provision shall not be effective or enforceable in jurisdictions where attorney fee provisions are made reciprocal or invalid by operation of law. Consent is hereby given for filing of mechanic's liens by Provider for the work described in this contract on the property on which the work is performed if Provider is not paid.
6. Any labor, materials or other work beyond that identified in this Contract shall require a written amendment to this Contract and will result in additional charges.
7. Any claim by Client for faulty performance, for nonperformance or breach under this Contract for damages shall be made in writing to Provider within sixty (60) days after completion of services. Failure to make such a written claim for any matter which could have been corrected by Provider shall be deemed a waiver by Client. NO ACTION, REGARDLESS OF FORM, RELATING TO THE SUBJECT MATTER OF THIS CONTRACT MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE CLAIMING PARTY KNEW OR SHOULD HAVE KNOWN OF THE CAUSE OF ACTION.
8. A failure of either party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder.
9. CLIENT AND PROVIDER EACH WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY WITH RESPECT TO ANY AND ALL CLAIMS OR CAUSES OF ACTION (INCLUDING COUNTERCLAIMS) RELATED TO OR ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS CONTRACT AND AGREE THAT ANY CLAIM OR CAUSE OF ACTION WILL BE TRIED BY A COURT TRIAL WITHOUT A JURY.
10. If any provision of this Contract is found to be ineffective, unenforceable or illegal for any reason under present or future laws, such provision shall be fully severable, and this Contract shall be construed and enforced as if such provision never comprised a part of this Contract. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the ineffective, unenforceable or illegal provision or by its severance from this Contract.
11. No modification, termination, or attempted waiver of this Contract shall be valid unless in writing and signed by the party against whom the same is sought to be enforced.

SERVPRO® Franchisees are always looking for motivated employees.

SERVPRO's individually owned and operated franchises offer a variety of positions including crew chief, production technician, marketing representative, administrative assistant and many more.

EXHIBIT B



Disaster Recovery Services

Time & Materials Rate Schedule

2011

REDACTED

****CONFIDENTIAL****



Disaster Recovery Services

Time and Materials Rate Schedule

SCHEDULE A - LABOR

REDACTED

Provisions Respecting Labor

A.1 Personnel Labor Rates - Rates stated below are per person per hour

A.2 Standard Hours - All labor rates stated above are for the first 40 hours worked in a workweek, beginning on Monday and ending on Sunday, exclusive of holidays

A.3 Non-Standard Hours - The rates for labor performed by all classifications over 40 hours per work week or Saturday or Sunday will be 1.5 times the rates scheduled in Section A.1 above.

A.4 During the course of performing work, Servpro may add additional labor classifications to the schedule above at rates to be determined upon approval

A.5 Travel time for personnel shall be billed at the rates in Section A.1 and A.2

A.6 Work performed under a particular contract that is subject to Federal and State wage and hour laws, prevailing wages, and/or collective bargaining agreements may require negotiated changes to the above stated rates. If needed, adjustments will be made to the hourly rates and other labor provisions.

A.7 The scheduled labor rates will be charged for all SERVPRO personnel, Labor crews, and subcontractors meeting any of the Labor Classifications

A.8 After Hours Emergency Services will be billed at 1.5 times the rates scheduled for emergency services performed outside of normal business hours defined as 4:00 pm - 7:00 am on weekdays

Classification	Code	Hourly Rate
General Labor	GL	
Skilled Labor	SL	
Administrative Assistant	AA	
Drywall/Finisher/Painter	DP	
Carpenter	CR	
Restoration/Remediation Technician	RT	
Project Accountant	PA	
Restoration/Remediation Supervisor	RS	
Resource Coordinator	RC	
Health & Safety Officer	HS	
Assistant Project Manager	AP	
Project Manager	PM	
Project Director	PD	
Project Coordinator	PC	
Project Estimator	PE	
Technical Consultant/Engineer	TC	



SCHEDULE B - CONSUMABLES

Provisions Respecting Materials

B.1 The foregoing prices shall be applied to all materials on the schedules above which are utilized in the performance of the work, whether shipped to the site from inventory, shipped directly to the site from suppliers, or purchased locally from either an affiliated or non-affiliated entity. All building materials and construction supplies will be billed at cost plus a markup of ~~10%~~.

B.2 During the course of performance of the work, Servpro may add additional consumables to the schedule at rates to be determined upon approval.

B.3 Servpro reserves the right to change the rate of consumables affected by market conditions.

Item #	Description	UOM	Price	Item #	Description	UOM	Price
BT100	Bags - Contractor Trash	Bag	0.50	309	SERVPRO® Deodorizer	Gallon	15.00
BQ12	Bags - Blown Insulation Machine	Each	1.00	121	SERVPRO® Dust Sealer	Gallon	15.00
POB5	Box - Small Packing	Each	0.50	477	SERVPRO® Fire Star	Gallon	15.00
POB6	Box - Medium Packing	Each	0.50	80811	SERVPRO® Botanical Disinfectant	Gallon	15.00
POB7	Box - Large Packing	Each	0.50	308	SERVPRO® Glass Cleaner, Ready-To-Use	Gallon	15.00
CS1	Carpet and Upholstery Cleaner (MTU)	Gallon	15.00	139	SERVPRO® Squeegee	Gallon	15.00
4487	Cleaning Cloth Machine	Bag	0.50	367	SERVPRO® Industrial Cleaner	Gallon	15.00
4408	Cleaning Towels	Box	0.50	368	SERVPRO® Isopropyl Alcohol	Gallon	15.00
CD11	Containment Doors	Each	15.00	328	SERVPRO® Mildew Odor Treatment	Gallon	15.00
7602	Dust Mask	Box	0.50	176	SERVPRO® Multi-Purpose Glass Cleaner	Can	15.00
9409	EnviroSHIELD™ ES - 90 (White)	Gallon	15.00	148	SERVPRO® Orange	Gallon	15.00
9405	EnviroSHIELD™ ES - 100 (Clear)	Gallon	15.00	308	SERVPRO® Ro-Jay-Nol	Gallon	15.00
764	Filter - Activated Carbon Filter For AFU	Each	15.00	408	SERVPRO® Sponge Dry Clean	Dozen	15.00
945	Filter - HEPA for Air Filtration Unit	Each	15.00	400	SERVPRO® Stainless Steel Cleaner	Can	15.00
774	Filter - HEPA for Vacuum	Each	15.00	373	SERVPRO® Ultrasonic Cleaning Agent	Gallon	15.00
76443	Filter - Pre Filter - 1" and 2" Stage	Each	15.00	338	SERVPRO® Wall and All Plus	Gallon	15.00
RTY1	Floor Protection (500sf)	Roll	15.00	339	SERVPRO® Wall Rinse	Gallon	15.00
RTB4	Foam/Wood Blocks	Case	15.00	SC181	Shoe Covers - Latex	Roll	15.00
CH1	Gloves - Latex/Neoprene	Box	15.00	134	Sparkling	Gallon	15.00
101	Log Flat Poly Tubing - 12 - 31' - 200 LF	Roll	15.00	305	Sunny Weather	Box	15.00
101	Log Flat Poly Tubing - 32 - 60' - 200 LF	Roll	15.00	3648	Tack Mats	Each	15.00
150	MD - 300 (Part A & B) - MODEC	Gallon	15.00	3183	Tape - Adhesive Reflective Caution	Roll	15.00
UP101	Map Thread (Cotton)	Each	15.00	D835	Tape - Double Sided	Roll	15.00
PS11	Plastic Sheeting - 1.5 Mil 25' X 200'	Roll	15.00	780	Tape - Duct Packing	Roll	15.00
PS4	Plastic Sheeting - 6 Mil 20' X 100'	Roll	15.00	775	Tape - Masking/Paint	Roll	15.00
7916	Respirator Cartridge P100 Organic Vapor	Pair	15.00	TVK	Tyrex Covers - Head/Body	Each	15.00
CE	SERVPRO® Bright-N-Neutral Cleaner	Gallon	15.00	BT75	Vacuum Bags - HEPA	Each	15.00
442	SERVPRO® Call Cleaner	Can	15.00	V939	Vanish	Gallon	15.00
				2008	Zip Ties	Bag	15.00

REACT



SCHEDULE C - EQUIPMENT

Provisions Respecting Equipment

C.1 Scheduled Equipment - The daily rental rate shall be charged for each day or portion thereof during which the equipment is used to perform work, regardless of the number of shifts on which the equipment is used during the day.

C.2 During the course of performance of the work, Servpro may add additional equipment to the schedule at rates to be determined upon approval.

C.3 Rented Equipment listed in the equipment schedule below, specifically for use in performing work will be billed as below or on a basis of cost plus a markup of ten & ten percent (10% & 10%).

C.4 Small hand tools will be invoiced at 3% total labor rate.

The following rates apply to equipment that is owned by and utilized in the performance of the work (whether supplied from inventory or specifically purchased for performance of the work).

Item #	Equipment Description	UOM	Price	Item #	Equipment Description	UOM	Price
AC185	Air Compressor & Hoses	Day	██████	86C	HVAC Cleaning Machine	Day	██████
CR1	Cable Ramps	Day	██████	IC	Infrared Camera	Day	██████
CSU	Cleaning Station- Ultrasonic	Day	██████	LT-DS	Light Stand (tripod)- Commercial	Day	██████
CSOU	Cryoblasting In-Line Drying Unit	Day	██████	MBW	Map Bucket & Wrecker Assembly	Day	██████
CBM	Cryoblasting Machine	Day	██████	MMCH	Moisture Meter- Content/Hygrometer	Day	██████
874	Dehumidifier - LGR Commercial	Day	██████	753	Negative Air Machine (small)	Day	██████
DDH1	Desiccant Dehumidifier- 1,000 CFM	Day	██████	800	Negative Air Machine (large)	Day	██████
DDH3	Desiccant Dehumidifier- 3,000 CFM	Day	██████	OFM	Orbital Floor Machine (Electric)	Day	██████
DDH5	Desiccant Dehumidifier- 5,000 CFM	Day	██████	PP1	Personal Fall Protection	Day	██████
DDH15	Desiccant Dehumidifier 10,000 CFM	Day	██████	PDB3	Power Distribution Box- 60A	Day	██████
839	Dry Force Injectory (Wall Cavity)	Day	██████	GPD	Power Distribution Box - 100-300 Amps	Day	██████
DX1	DX Unit- 1 Ton (portable)	Day	██████	PNT	Power Tool Set	Day	██████
DX10	DX Unit - 10 Ton	Day	██████	SPW1A	Pressure Washer (Gas)	Day	██████
DX20	DX Unit - 20 Ton	Day	██████	SPW2	Pressure Washer (Electric)	Day	██████
DX25	DX Unit - 25 Ton	Day	██████	T82	Pump- (Trash whorse)	Day	██████
DX40	DX Unit - 40 Ton	Day	██████	8616	Quality Control Kit (ScanBac Instruments)	Day	██████
737	Extractor- Truck Mount Carpet Machine	Hour	██████	RD	Radio- 2 Way Communication	Day	██████
787	Extractor - Portable Industrial	Day	██████	860	Rescue Mat System (Hardwood Floors/Mats)	Day	██████
PCR	Generator (Portable)	Day	██████	7915	Respirator- Half or Full Face	Each	██████
GP	Generator 15 - 30 KW	Day	██████	RBS	Scaffolding - Baker (roch section)	Day	██████
GS24	Generator- 30-55 KW	Day	██████	SPAS	Sprayer - Commercial Airless	Day	██████
G100K	Generator - 60-125 KW	Day	██████	DTMT	TW Truck	Day	██████
G175	Generator- 150-200 KW	Day	██████	800	Vapor Shock (Plan-Oboro)	Day	██████
G275	Generator- 250-350 KW	Day	██████	89100	Vehicle- AutoPick up/Utility Van	Day	██████
GSFC	Generator Cable - 5 Band	Day	██████	35402	Vehicle- Box Truck	Day	██████
GAO	Generator- Activated Oxygen	Day	██████	MOBC	Vehicle- Mobile Command Center	Day	██████
HT	Hand Tools	Job	██████	OBRT	Vehicle- On-Site Recovery Trailer (83)	Day	██████
708	High Speed Air Mover	Day	██████	PSW	Washer- Pressure Steam	Day	██████
HOBO	HOB0 Remote Monitoring Unit	Day	██████	VI	Vacuum Insulation	Day	██████
HECU	Humidifier- Evaporative Cooling Unit	Day	██████	YCH	Vacuum- HEPA attachments Commercial	Day	██████
				VWDC	Vacuum- Wet/Dry Industrial	Day	██████

REDACTED



SCHEDULE D - Incurred Costs

Provisions Respecting Incurred Costs

D.1 Contractors

Profit will be added to compensation total of all documented expenses for Unscheduled Equipment, Unscheduled Materials and Subcontractors /Vendors which are not identified in Schedule A- Labor

D.2 Lodging and Per Diem

Servpro will bill for costs incurred for lodging and per diems for employees assigned to the work per the prevailing Government Service Administration rates as posted on their web site www.gsa.gov, such items will incur a markup of [REDACTED]

D.3 Freight/Transportation and Other Charges

Servpro shall be compensated for cost incurred for the transportation of people, equipment, supplies and materials to and from the site of work and for other job related charges not listed in the sections above on the basis of cost plus markup of [REDACTED]

D.4 Taxes and Permits

The rates contained in this schedule are exclusive of federal, state and local sales or use taxes and any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work. Provider shall be compensated for all costs incurred which are described above on the basis of cost plus a markup of [REDACTED]. During catastrophe-like situations [REDACTED] will be added to the invoice to offset all extra expenses incurred that are not otherwise involved

Client agrees that Provider is working for the Client and not Client's insurance company or any agent/adjuster.

Client's Signature _____ Date _____

Printed Name _____

Address _____

X
Provider's Signature _____ Date _____

Franchise Legal Name _____

() corporation () LLC () partnership () LLP () sole proprietorship
OTHER SERVPRO _____